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Attorneys for Defendant  
MOUSEFLOW INC.

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

DANIEL ONN, individually and on behalf of all  
others similarly situated,

Plaintiff,

vs.

CARNIVAL CORP. and MOUSEFLOW, INC.,

Defendants.

Case No. 5:20-cv-07929-BLF

**DECLARATION OF JESS FRANSEN IN  
SUPPORT OF DEFENDANT MOUSEFLOW  
INC.'S MOTION TO DISMISS FOR LACK  
OF PERSONAL JURISDICTION**

Hearing:

Date: July 1, 2021

Time: 9:00 A.M.

Place: San Jose Courthouse, Courtroom 3  
280 South 1st Street  
San Jose, CA 95113

Judge: Hon. Beth L. Freeman

Compl.: November 10, 2020

Trial: Not set

1 I, Jess Frandsen, declare as follows:

2 1. I provide services to Defendant Mouseflow Inc. (“Mouseflow”) as the Director of  
3 Sales at Mouseflow ApS, the parent company of Mouseflow. I make this declaration of my personal  
4 knowledge and my review of records kept in the ordinary course of business, in my capacity as sales  
5 director, and could and would testify competently hereto. I submit this Declaration in connection  
6 with Mouseflow’s Motion to Dismiss for Lack of Personal Jurisdiction (the “Motion”).

7 2. Mouseflow is a software as a service (“SaaS”) provider in the United States.  
8 Mouseflow’s software and tools allows businesses to view advanced analytics and user studies using  
9 anonymized records of visitors’ activity on their websites—“session replays” and “heatmaps”—so  
10 that, among other things, businesses can learn more about how their customers interact with their  
11 websites, and improve the customer journey and experience on the sites. Businesses deploy the  
12 Mouseflow Javascript code on their own websites. Businesses control their own websites, including  
13 what disclosures to make to their customers about their use of the Mouseflow software.  
14 Mouseflow’s software does not identify any individual visitors, and does not need to, in order to  
15 provide the analytics.

16 3. In July 2018, Mouseflow entered into a subscription agreement (the “SaaS  
17 Agreement”) with Defendant Carnival LLC (“Carnival”).

18 4. Pursuant to the SaaS Agreement, Mouseflow granted Carnival a limited, revocable,  
19 non-exclusive, non-sublicensable license to install and use Mouseflow’s script and code on  
20 Carnival’s website.

21 5. Carnival did, in fact, install and use Mouseflow’s script and code on Carnival’s  
22 website.

23 6. Carnival retained complete control of Carnival’s website.

24 7. The SaaS Agreement provides that Carnival must comply with all applicable privacy  
25 and data security laws in performing the SaaS Agreement and that Carnival will not use  
26 Mouseflow’s software or services to violate such laws.

1           8.       The SaaS Agreement is governed by Delaware law. Mouseflow and Carnival agreed  
2 to resolve any disputes in the state or federal courts located in the District of Delaware, to whose  
3 exclusive jurisdiction and venue they irrevocably submitted.

4           9.       Mouseflow is incorporated in Texas, and maintains an office in Austin, Texas.

5           10.      Mouseflow does not store any script, code, software, customer data, or recordings in  
6 California, or have any offices, employees or agents in California.

7  
8           I declare under penalty of perjury under the laws of the United States of America that the  
9 foregoing is true and correct.

10  
11          Executed on this 4th day of February, 2021, at Copenhagen, Denmark.

12  
13  
14  
15          By: \_\_\_\_\_

  
Jess Frandsen